

AMENDMENT UNDER 37 C.F.R. § 1.111
U.S. Application No.: 10/750,875

Attorney Docket No.: Q79279

AMENDMENTS TO THE DRAWINGS

Attachment: One Replacement Sheet

REMARKS

Claims 1 and 2 have been examined, and have been rejected under 35 U.S.C. § 112, first and second paragraphs. Claim 1 has also been rejected under 35 U.S.C. § 102(b). Aside from the rejections under 35 U.S.C. § 112, first and second paragraphs, the Examiner has indicated that claim 2 contains allowable subject matter.

I. Preliminary Matters

The Examiner has objected to Figure 9 because it is not labeled as “Prior Art”. Applicant submits herewith a replacement sheet in which Fig. 9 is labeled as “Prior Art.”

The Examiner has objected to the drawings since reference character “21b” is used to designate both “projection” and “recessed portion”. Applicant notes that on pg. 11, line 23, the recessed portion was inadvertently labeled as “21b”. This error has been corrected above.

The drawings are further objected to as not showing the claimed “first position”, “second position”, “first direction”, “second direction”, etc., as set forth on pgs. 2 and 3 of the Office Action. Applicant notes that the claimed “first position” refers to the *complete fitting position* disclosed in the specification, and the claimed “second position” refers to the *initial fitting position*. Thus, it is respectfully submitted that the recitations are fully shown in the figures. For example, the non-limiting embodiment of Fig. 4 depicts the connector in the complete fitting position, i.e., the claimed first position. Further, as shown in the non-limiting embodiment of Fig. 5, the flexible arm 21 (i.e., claimed first flexible arm) is pressed downward (i.e., flexed) by the user’s thumb, in a state where the female connector housing 20 (i.e., claimed first connector housing) is in the complete fitting position (i.e., claimed first position) (*See* pg. 11, lines 3-8 and

15-22). Thus, the figures already depict the recitations of the first position and the flexing of the first flexible arm in the first position.

As shown in the non-limiting embodiment of Fig. 7, the flexible arm 21 is again pressed (i.e., flexed) when the female connector housing 20 (i.e., claimed first connector housing) is in the initial fitting position (i.e., claimed second position) (*See pg. 12, lines 11-18*). Thus, the figures already depict the recitations of the second position and the flexing of the first flexible arm in the second position. Accordingly, Applicant submits that no drawing corrections are necessary.

Although Applicant believes that one skilled in the art would recognize that the claimed first position refers to the disclosed complete fitting position, and the claimed second position refers to the disclosed initial fitting position, Applicant has amended the specification for clarification, as shown in the attached Appendix.

Applicant has amended the claims to remove the recitation of a “first direction”.

Applicant notes that there is no recitation of a “second direction” in either of the claims.

Finally, the Examiner has objected to the specification as containing terms which are not clear. Accordingly, Applicant has amended the specification. In specific regard to the Examiner’s requested amendment of pg. 11, lines 11-17, Applicant submits that support for the amendment is found on pg. 11, lines 9-11 (i.e., the projections 21b engage with the engaging portions 33 in lines 9-11, and are then disengaged with the engaging portions 33 in lines 17-19).

II. Rejections under 35 U.S.C. § 112, first paragraph

The Examiner has rejected claims 1 and 2 under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description requirement. In particular, the Examiner maintains that the specification fails to disclose that the claimed first flexible arm (i.e., the flexible lock arm 21) is flexed at the claimed first and second positions (i.e., the completely fitting position and the initial fitting position). However, the claimed features are fully described in the specification to reasonably convey to one skilled in the art that the inventor had possession of the invention. In particular, Applicant refers the Examiner to the portions of the specification cited above in our comments regarding the drawing objections (i.e., pg. 11, lines 3-8 and 15-22; pg. 12, lines 11-18). The claimed features are further disclosed in the non-limiting embodiment on pg. 13, lines 10-23.

Based on the cited disclosure, Applicant submits that claims 1 and 2 fully comply with the written description requirement.

III. Rejections under 35 U.S.C. § 112, second paragraph

The Examiner has rejected claims 1 and 2 under 35 U.S.C. § 112, second paragraph, as allegedly being indefinite. In particular, the Examiner maintains that it is unclear how the first flexible arm is flexed at both the first and second position. However, for similar reasons as presented above in regard to the drawing objections and the rejections under 35 U.S.C. § 112, first paragraph, Applicant submits that the flex of the first flexible arm at the first and second

positions is clearly set forth in the figures, specification and claims to enable one skilled in the art to understand the invention. As such, we will submit that the recitations are not indefinite.

IV. Rejection under 35 U.S.C. § 102(b) in view of U.S. Patent No. 6,491,542 to Zerebilov (“Zerebilov”)

The Examiner has rejected claim 1 under 35 U.S.C. § 102(a) as allegedly being anticipated by Zerebilov. For the following reasons, Applicant respectfully traverses this rejection. Specifically, Applicant submits that there is an important difference between Zerebilov and the claimed invention in connection with the position of the second flexible arm member (member 31 of the invention; member 14c of Zelebilov) when the first connector housing is placed in the first position (completely fitted with the second connector housing).

In the invention, when the first and second connector housings are completely fitted to each other, the second flexible arm 31 is placed in the front side of the engagement position of the first flexible arm 21 and the projection 41. Even if the first flexible arm is actuated in this condition, the engagement of the first flexible arm and the projection will not be canceled as claimed.

On the other hand, in Zelebilov, when both of connector housings are completely fitted to each other, the second flexible arm 14c is placed in the rear side of the engagement position of the first flexible arm 18 and the projection 20a while the movement toward the front side of the engagement position is restricted (cf., Fig 8 and col. 5, line 49, to col. 6, line 10). As shown in

Fig. 2 of Zelebilov, the second flexible arm can be placed in the front side of the first flexible member, this condition indicates that the terminal 12 is not duly inserted. Once the terminal 12 is duly inserted into the first connector housing 10, the second flexible arm enters the groove 18b formed in the first flexible arm, and thereafter, the second flexible arm is movable only within the groove (cf., col. 4, lines 24-58). Hence, it is apparent that Zelebilov has no state corresponding to Figs. 4 and 5 of the present application.

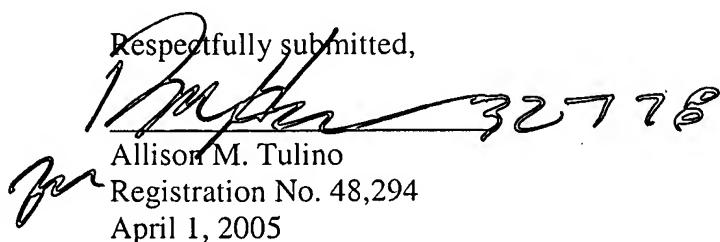
In addition, Zelebilov teaches that the engagement of the first flexible arm and the projection will be canceled when the first flexible arm is actuated under a condition that the first and second connector housings are completely fitted to each other (cf., col. 6, lines 16-25). This is contrary to the claimed requirement.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

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